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COLLATERAL INHERITANCE TAX—SITUS OF PERSONAL PROPERTY.—*In Re Lewis' Estate*, 52 Atl. 205 (Pa.).—The intangible personal property of a non-resident decedent had been, for many years, under the absolute control of a resident agent. *Held*, that the property was liable to the collateral inheritance tax of the agent's domicile.

Pennsylvania decisions have supported the doctrine that the situs of intangible personal property follows the owner's domicile. *McKeen v. Northampton*, 49 Pa. 519; *In Re Short's Estate*, 16 Pa. 63. But securities separated from the owner and under the control of a trustee have been regarded, for purposes of annual taxation, as within the agent's state. *People v. Smith*, 88 N. Y. 576; *Pullman Co. v. Pa.*, 11 Sup. Ct. 876. Not, however, if the securities are merely deposited with the trustee for safe keeping. *Orcutt's Appeal*, 97 Pa. 179.

COMPOSITION WITH CREDITORS—SECRET PREFERENCE—PREFERRED CREDITOR'S RIGHTS.—*In Re Chaplin*, 8 Am. B. R. 121 (Mass.).—Where a composition had been agreed upon by all the creditors of an insolvent debtor, but one creditor had received a secret preference; *held*, that the composition might be avoided by the innocent creditors, and that the preferred creditor might retain the amount of the composition, only surrendering the preference.

The courts are almost unanimous in declaring that the secret preference avoids the composition as to the innocent creditors. The point over which there has been some controversy is as to the rights of the preferred creditor. There is a line of decisions in England based upon *Howden v. Haigh*, 11 Adol. & E. 1033, to the effect that the preferred creditor must lose not only his preference but also the amount of the composition. *Mallalieu v. Hodgson*, 16 Adol. & E. 689; *Knight v. Hunt*, 5 Bing. 432. These authorities have been cited and approved by some courts in this country. *Doughty v. Savage*, 28 Conn. 146; *Frost v. Gage*, 3 Allen 560; *Dry Goods Co. v. Harlin*, 71 N. W. 16 (Minn.). However, perhaps the better view is to the contrary, viz., that the preferred creditor may retain the composition. This does not deprive preferred creditor of all his rights, but merely punishes him in comparison with the innocent creditors, who may regard the composition as void. The cases bearing on this particular point are few. *White v. Kuntz*, 107 N. Y. 518; *Bank v. Blake*, 142 N. Y. 404.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW—BILLS OF LADING.—*Missouri K. & T. Ry. Co. v. Simonson*, 68 Pac. 653 (Kan.).—Provision of Chapter 100, Laws of 1893, making the specification of weights in bills of lading issued by railroad companies for hay, etc., shipped over their lines, conclusive evidence of the correctness of such weight, *held* unconstitutional, as denying to companies due process of law, and to courts the power of determining the weight and sufficiency of evidence. Doster, C. J., Smith and Ellis, J. J., *dissenting*.

In the majority opinion a distinction is drawn between the power of legislative authority to prescribe a rule of evidence, (a) that a receipt shall be conclusive and not open to contradiction by parol; and (b) its power to so prescribe as to contracts. They admit such power as to the contract part of a bill of lading; they deny it as to the receipt, contending that an estoppel applied to such a writing would shut out evidence as to mistake and fraud, making "that conclusive which might not express a contract because of inherent mistake or fraud." The dissenting opinion urges that no tenable

objection can be raised to such an estoppel where the circumstances of application are the result of one's own deliberation, and that the giving of an irrevocable effect to such an instrument is not unconstitutional. *Ins. Co. v. Daggs*, 172 U. S. 557. See *Cooley, Consti. Lim.* (5th Ed.) 453.

CONSTITUTIONAL LAW—HOURS OF LABOR—VALIDITY.—*PEOPLE v. LOCHNER*, 76 N. Y. Supp. 396.—*Held*, a law providing that no employee shall be required or permitted to work in a bakery more than 60 hours a week, or more than 10 hours in one day, unless for the purpose of making a shorter work day on the last day of the week, is a valid police regulation not in conflict with U. S. Const., art. 14, sec. 1, providing that no State shall make or enforce any law which shall abridge the privileges or immunities of the citizens of the U. S.

It has been held that the legislature might prohibit railroads from permitting or requiring workmen who have worked twenty-four hours to go on duty again until they have had eight hours rest. *People v. Phyfe*, 136 N. Y. 554. A Utah statute which limited the hours of labor in mines was held constitutional in *Holden v. Hardy*, 169 U. S. 366, Brewer and Peckham, J. J., dissenting. In the latter case the only purpose of the statute was to protect the employee, while in the principal case the health of the general public is an additional object.

CONSTITUTIONAL LAW—LIBERTY OF CONTRACT.—*STATE v. KREUTZBERG*, 90 N. W. 1098 (Wis.)—Rev. St. 1898, secs. 4466 b., Amended Laws 1899, c. 332 of Wis., provided that no person shall discharge an employee because of his membership in a labor organization. *Held*, void as an unconstitutional restraint on individual freedom.

Statutes almost identical with this were held void in *State v. Julon*, 129 Mo. 163, and *Gillespie v. People*, 188 Ill. 176. Limitations of liberty of contract have sometimes been upheld as containing an element of bona fide police regulations to promote the public health, welfare, comfort or safety, as in *Holden v. Hardy*, 169 U. S. 366 (limiting hours of labor in mines); *Hancock v. Yaden*, 121 Ind. 366 (forbidding payment in orders, as within governmental power to regulate currency); *State v. Wilson*, 7 Kan. App. 428 (forbidding the screening of coal before weighing, on grounds of governmental control of weights and measures). But other courts have failed to find the elements of valid police regulations in those provisions, in *Braceville Coal Co. v. People*, 147 Ill. 66; *State v. Hann*, 61 Kan. 146; and *Ramsey v. People*, 142 Ill. 380, respectively, and in general the authorities are in serious conflict.

CONTRACTS FOR FUTURE DELIVERY—VOID IF QUANTITY INDETERMINABLE.—*COLD BLAST TRANSP. CO. v. KANSAS CITY BOLT & NUT CO.*, 114 Fed. 77.—Plaintiff alleged a contract by which the defendant agreed to deliver, during six months, certain materials at stated prices, the quantity to be taken not being specified. *Held*, void for want of mutuality.

This case is similar to *Crane v. C. Crane & Co.*, 105 Fed. 869, where an agreement by a wholesale dealer to supply a retailer during a certain time, at stated prices, with so much of a commodity as the purchaser might require for his trade, which left it practically optional with the purchaser to increase or diminish his orders, with the rise or fall of prices, was held void for want of mutuality. These agreements are to be distinguished from accepted offers to deliver such articles as shall be needed, required, or consumed by